

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:
GUSTAVO ENRIQUE GARCIA
AKA GUS GARCIA
Debtor(s),

CASE No: 09-36233-KRH
Chapter 13

BANK OF AMERICA, N.A., AS SERVICER FOR)	
U.S. BANK NATIONAL ASSOCIATION AS)	
TRUSTEE FOR JPMORGAN MORTGAGE)	
ACQUISITION TRUST 2006-CW1,)	
Movant,)	
v.)	
)	
GUSTAVO ENRIQUE GARCIA)	
AKA GUS GARCIA, Debtor,)	
MARICARMEN GARCIA, Co-Debtor)	
ROBERT E. HYMAN, Trustee,)	
Respondents.)	

NOTICE OF DEFAULT

PLEASE TAKE NOTICE That the above captioned Debtors have failed to comply with the terms of this Court's Order entered on the docket on November 26, 2013 (the "Agreed order") [Docket #65]; to-wit:

1. The Debtors have failed to make post-petition mortgage payments, and the account is currently due for March 1, 2014 through May 1, 2014 in the amount of \$1,088.41 per month; and June 1, 2014 through July 1, 2014 in the amount of \$1,248.63 each, totaling \$5,762.49; plus charges associated with this notice. The total amount necessary to cure the defaults set forth above is \$5,812.49, including costs and fees.
2. Pursuant to the terms of the Agreed Order, unless within fifteen (15) days of the date of this Notice of Default (the "Cure Period") the Debtors either (i) cure the Default by tendering \$5,812.49 (the total amount of the Default) to the Movant in certified funds or cashier's check, (ii) file an objection with the court stating that no default exists; or (iii) file an objection with the court stating any other reason why an order granting relief from the automatic stay should not be entered, the automatic stay with respect to the

Property shall be deemed lifted, and the Movant shall be allowed to conduct a foreclosure sale of the Property.

3. Any cure of the Default must include payment of all amounts set forth herein as well as payments which have substantially become due under the terms of the Agreed Order and any amounts that are due at the time Debtors cure the Default. Acceptance of partial payment by the Movant during the fifteen (15) day cure period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be made payable to "Select Portfolio Servicing, Inc." and sent to 9409 Philadelphia Road, Baltimore, MD 21237.
4. If the Debtors do not take one of the actions set forth in paragraph two (2), the Movant may file a certificate with the Court stating that the Movant has complied with the terms of the Agreed Order, and the Court may grant relief from the automatic stay without further notice to the Debtors. If the automatic stay is terminated, the Property may be sold at foreclosure.

SELECT PORTFOLIO SERVICING, INC.,
AS SERVICING AGENT FOR BANK OF
AMERICA, N.A., AS SERVICER FOR
U.S. BANK NATIONAL ASSOCIATION
AS TRUSTEE FOR JPMORGAN
MORTGAGE ACQUISITION TRUST
2006-CW1

By: Counsel

MORRIS | HARDWICK | SCHNEIDER, LLC

By: /s/ Angela N. Watson
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Fax: 703-330-8315
Attorney for Movant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was mailed first-class, postage prepaid this 8th day of July, 2014, to:

Gustavo Enrique Garcia
9806 Capri Rd
Richmond, VA 23229
Debtor(s)

Maricarmen Garcia
9806 Capri Rd
Richmond, VA 23229
Debtor(s)

Robert E. Hyman
P.O. Box 1780
Richmond, VA 23218-1780
Chapter 13 Trustee

Linda D. Jennings
America Law Group, Inc.
d/b/a The Debt Law Group
2312 Boulevard
Colonial Heights, VA 23834
Counsel for Debtor(s)

/s/ Angela Watson
Angela N. Watson VSB: 72029